

RECORDATION NO. 11276C Filed 1425
JAN 9 1980-10 40 AM
INTERSTATE COMMERCE COMMISSION
January 8, 1980

11275-B
11276-C
\$ 20

0-009A028

Interstate Commerce Commission
Washington, D.C. 20423

Date JAN 9 1980
Fee \$ 20.00

Gentlemen:

ICC Washington, D. C.

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act) as amended, are three executed counterparts of each of an Assignment of CF Industries, Inc. Agreement dated as of December 7, 1979 and an Assignment of Railroad Lease Agreement dated as of December 7, 1979. The former Assignment relates to the Shipper Agreement dated as of September 28, 1979 and the Shipper Full Service Lease Agreement dated as of September 28, 1979, both of which were filed with the Interstate Commerce Commission on December 28, 1979.* The latter Assignment relates to the Railroad Lease Agreement dated as of July 17, 1979, which was filed with the Interstate Commerce Commission on December 28, 1979. #

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Brae under Assignment of
CF Industries, Inc. Agreement: Brae Corporation
Three Embarcadero Center
San Francisco, California 94111

Owner under Assignment of
CF Industries, Inc. Agreement: Arthur Rubloff
Suite 1440
69 West Washington Street
Chicago, Illinois 60602

Assignor under Assignment of
Railroad Lease Agreement: Brae Corporation
Three Embarcadero Center
San Francisco, California 94111

Assignee under Assignment of
Railroad Lease Agreement: Arthur Rubloff
Suite 1440
69 West Washington Street
Chicago, Illinois 60602

*and assigned Recordation Numbers 11276 and 11276-A, respectively.
#and assigned Recordation Number 11275.

CT. Kandler

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The undersigned is the Owner under the Assignment of CF Industries, Inc. Agreement and the Assignee under the Assignment of Railroad Lease Agreement and has knowledge of the matters set forth therein.

Please return two counterparts of each of the Assignment of CF Industries, Inc. Agreement and the Assignment of Railroad Lease Agreement to Charles S. Hughes, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Enclosed is a check in the amount of ^{\$ 20.00}~~\$100.00~~ covering the required recording fee.

Very truly yours,

ARTHUR RUBLOFF

By: Horwood, Carlin & Hindin, his
agents and attorneys-in-fact

By 
Ronald Hindin

SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers</u>
80	100-ton covered hopper railroad freight cars	WAR 15000 through 15079, both inclusive

Interstate Commerce Commission

Washington, D.C. 20423

1/9/80

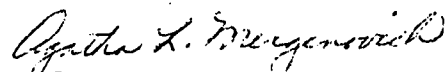
OFFICE OF THE SECRETARY

**Charles S. Hughes
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/9/80** at **10:40am**, and assigned re-recording number(s). **11275-B & 11276-C + 11339**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

ASSIGNMENT OF RAILROAD LEASE AGREEMENT dated as
of December 7, 1979 ("Assignment") between Brae
Corporation ("Assignor") and Arthur Rubloff ("Assignee").

RECORDATION NO. 11275-B Filed 1425R E C I T A L S

JAN 9 1980 -10 40 AM

INTERSTATE COMMERCE COMMISSION

A. Assignor has entered into a Lease Agreement
with Warrenton Rail Road Company dated as of July 17, 1979
("Lease") relating to, among others, railcars numbered WAR
15000-WAR 15079 (both inclusive) ("Cars").

B. Assignor has entered into a purchase order
agreement with Pullman Standard Division of Pullman Incorporated to purchase the Cars.

C. Assignor has assigned to Assignee its right
to purchase the Cars.


THEREFORE:

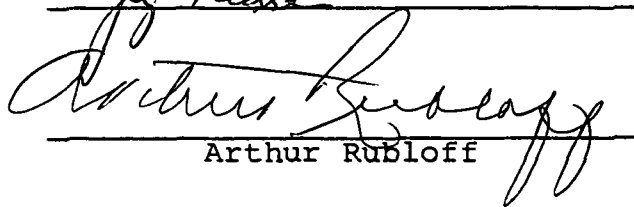
1. Assignor hereby assigns, transfers and sets over
unto Assignee all of its right, title and interest under the
Lease as and only to the extent that the Lease relates to
the Cars.

2. Assignee assumes all of Assignor's obligations under the Lease as and only to the extent that the Lease relates to the Cars.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officers as of the date first above written.

BRAE CORPORATION





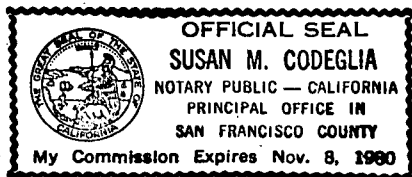
Arthur Rubloff

STATE OF CALIFORNIA)

CITY AND COUNTY OF SAN FRANCISCO)

SS.:

On the 19th day of December, 1979,
before me personally came J. A. Riessen, to me known,
who, being by me duly sworn, did depose and say that he resides
at Silicon, California; that he is the
Vice President of BRAE CORPORATION, the corpora-
tion which executed the above instrument; that he signed his
name to the above instrument by authority of the Board of
Directors of said corporation; and that he acknowledged that
the execution of the above instrument was the free act and deed
of such corporation.



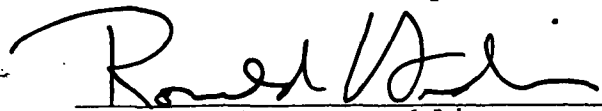
Susan M. Codeglia
Notary Public

(SEAL)

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 20th day of December, 1979 before
me, Ronald Hindin, a Notary Public, State of
Illinois, duly commissioned and sworn, personally
appeared Arthur Rubloff
known to me to be the person whose name is subscribed to the
within instrument and acknowledged to me that he executed the
same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, in the County of Cook
the day and year in this certificate first above written.



Notary Public

(SEAL)